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REAL ESTATE MORTGAGE (Not for Purchase Money) Mortgage Date

This Mortgage is made on the date noted above between the parties listed below. The Mortgagor(s) for value received mortgages, and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property, a right, privilege, or improvement belonging to and passable with the property, easements and rights of way of the property, and all buildings and fixtures.

| | | | |
|---|----------|---------------------------|------------------------|
| PROPERTY DESCRIPTION | | | |
| SEE ATTACHED LEGAL EXHIBIT A | | | |
| 93925406 | | | |
| MORTGAGOR(S) NAME(S) | | MORTGAGEE NAME | |
| REBECCA J STEINBERG F/K/A REBECCA J PERRY SS#: 432-80-7111 | | Midland Savings Bank FSB | |
| ADDRESS 4126 COVE LANE | | ADDRESS 606 WALNUT STREET | |
| CITY GLENVIEW | | CITY DES MOINES | |
| COUNTY SKEWETE <i>COOK</i> | STATE IL | COUNTY POLK | STATE IOWA <i>2007</i> |



NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 46,000.00 . LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

This Mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this Mortgage and the agreement described below. Secured debt, as used in this Mortgage, includes any amounts Mortgagor(s) may at any time owe under this Mortgage, the agreement described below, any renewal, refinancing, extension or modification of such agreement. The secured debt is evidenced by a CONSUMER LOAN AGREEMENT dated October 25, 1993 . The above obligation is due and payable on October 29, 2008 if not paid earlier. The total unpaid balance secured by this Mortgage at any one time shall not exceed a maximum principal amount of Forty-six thousand and no/cents Dollars (\$ 46,000.00), plus interest. The above amount is secured even though all or part of it may not yet be advanced.

Mortgagor(s) covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

93925406
Midland Savings Bank

The Mortgagor(s) will make all payments on the secured debt according to the terms of the agreement which evidences such indebtedness.

The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for the Mortgagee's protection with an insurer of the Mortgagor(s) choice. This insurance will include a standard mortgage clause in Mortgagee's favor. Mortgagee will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Mortgagee's discretion, to either the restoration or repair of the damaged property or to the secured debt. The Mortgagor(s) will pay all taxes, assessments and other charges when they are due.

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In the event the Mortgagor(s) shall sell, assign, or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Agreement and subject that agreement to the Mortgagee's right to demand payment in full unless it is protected by federal law as of the date of this Mortgage.

The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default. Mortgagor(s) will not make or permit any modification or extension of any mortgage, deed of trust or other security interest that has priority over this Mortgage or any note or agreement secured thereby without Mortgagee's written consent. Mortgagor(s) will promptly deliver to Mortgagee any notices Mortgagor(s) receive from any person whose rights in the property have priority over Mortgagee's rights. Mortgagor(s) agree to pay, and this Mortgage shall secure, the payment of all costs of foreclosure, including but not limited to, reasonable attorneys' fees and costs of abstracts unless prohibited by law.

The Mortgagor(s) hereby waive and release all rights, dower and distributive share and homestead exemption as to the property.

If Mortgagor(s) fail to make any payment when due or breach any covenants under this Mortgage, any prior mortgage or any obligation secured by this Mortgage, Mortgagee may either accelerate the maturity of the secured debt and demand immediate payment or exercise any other remedy available to Mortgagee. Mortgagee may foreclose this Mortgage in the manner provided by law. At any time after the commencement of an action in foreclosure, or during any period of redemption, the court having jurisdiction of the case shall at the request of the Mortgagee, without regard to the adequacy of the security, insolvency of the Mortgagor or waiver by Mortgagee of any deficiency, appoint a receiver to take immediate possession of the property.

If Mortgagor(s) fail to perform any of their duties under this Mortgage, or any other mortgage, deed of trust, lien or security interest that has priority over this Mortgage, Mortgagee may perform the duties or cause them to be performed. Mortgagee may sign Mortgagor(s) name or pay any amount if necessary for performance. Mortgagee's failure to perform will not preclude it from exercising any of its other rights under the law of this Mortgage. Any amounts paid by Mortgagee to protect its security interest will be secured by this Mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time on the secured debt.

Mortgagee may enter the property to inspect with prior notice stating reasonable cause for inspection.

Mortgagor(s) assign to Mortgagee the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied against the secured debt. This assignment is subject to the terms of any prior security agreement.

SIGNATURES

By signing below, Mortgagor(s) agree to the terms and covenants contained on this Mortgage. Mortgagor(s) also acknowledge receipt of a copy of this Mortgage on today's date.

Rebecca J Steinberg F/K/A Rebecca J Perry
REBECCA J STEINBERG F/K/A REBECCA J PERRY

Harvey Steinberg
HARVEY STEINBERG IS SIGNING FOR THE SOLE PURPOSE OF WAIVING HIS HOMESTEAD RIGHTS.

NOTARIZATION

STATE OF IOWA, COUNTY OF *Cook*, SS: *2350*
On this *25th* day of *October*, 1993, before me, a Notary Public in the State of Iowa, personally appeared *REBECCA J STEINBERG F/K/A REBECCA J PERRY*, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that *she* executed the same as *Notary Public in The State of Iowa*

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MIDLAND SAVINGS BANK
FSB

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PROPERTY LOCATED AT: 417 DODGE, EVANSTON, IL 60202
PARCEL 1: THAT PART OF LOTS SEVENTEEN (17) TO TWENTY-FIVE (25) BOTH INCLUSIVE (EXCEPT THE WEST SEVEN FEET (7') THEREOF FOR WIDENING DODGE AVENUE) IN BLOCK THREE (3) IN M. L. JACKSON'S ADDITION TO SOUTH EVANSTON, BEING A SUBDIVISION OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP FORTY-ONE (41) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF DODGE AVENUE AS WIDENED ONE HUNDRED EIGHTY-SEVEN AND 33/100 FEET (187.33') NORTH OF THE INTERSECTION OF SAID EAST LINE OF DODGE AVENUE, WITH THE NORTH LINE OF KIRK STREET, THENCE EAST ON A LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE OF DODGE AVENUE, SIXTY FEET (60'), THENCE NORTH TO A LINE PARALLEL WITH THE EAST LINE OF DODGE AVENUE, TWENTY-ONE AND 64/100 FEET (21.84'), THENCE WEST, SIXTY FEET (60') TO THE EAST LINE OF DODGE AVENUE, THENCE SOUTH ON THE EAST LINE OF DODGE AVENUE TWENTY-ONE AND 84/100 FEET (21.84') TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER ALL PRIVATE WALKS AND WAYS AS DENICED ON THE PLAT OF SUBDIVISION RECORDED 2/2/48 AS DOCUMENT NUMBER 14244324 AND AS CREATED BY DEED FROM HOWARD APARTMENTS CORPORATION, A CORP OF ILL., TO ANDREW CUSHMAN AND JEAN CUSHMAN, HWF, DATED 5/11/48 AND RECORDED 5/21/48 AS DOCUMENT NUMBER 14320127. PIN: #10-25-200-039.

DEPT-0 RECORDINGS \$23.56
189729 TRAM 1484 11/15/93 11:03:00
#3152 # 93-925406
COOK COUNTY RECORDER

93925406

Loan Number: 3360006587


HARVEY STEINBERG


REBECCA J STEINBERG

COOK COUNTY RECORDS
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